

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Milagros Ortiz  Debtor(s)	Case No. 19-17496 MDC  Chapter 13
PENNYMAC LOAN SERVICES, LLC Movant  v.  Milagros Ortiz  and  Kenneth E. West, Trustee Respondents	

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY  
AS TO PROPERTY LOCATED AT 5017 Loretto Avenue, Philadelphia, PA 19124**

PENNYMAC LOAN SERVICES, LLC("Movant") hereby moves the court, pursuant to 11 U.S.C. § 362(d), for relief from the automatic stay with respect to certain real property of the Debtor(s) having an address of 5017 Loretto Avenue, Philadelphia, PA 19124 (the "Property"), for all purposes allowed by the Note (defined below), the Mortgage (defined below), and applicable law, including but not limited to the right to foreclose. In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtor(s) on December 2, 2019.
2. Prior to the filing of the instant Chapter 13 case, Movant initiated a Foreclosure proceeding which had reached the sale stage at the time the bankruptcy was filed which was dismissed April 5, 2022 as a loan modification dated March 3, 2022 was completed.
3. The Chapter 13 Plan was confirmed on July 23, 2020.
4. A Proof of Claim was filed under claim number 11-1 in the amount of \$152,285.71, including pre-petition arrears in the amount of \$16,679.32 which is in the process of being amended due to the loan modification dated March 3, 2022 and recorded May 24, 2022.
5. The Debtor has executed and delivered or is otherwise obligated with respect to that certain promissory note in the original amount of \$61,928.00 (the "Note"). A copy of the Note is attached hereto as **Exhibit A**. Movant is an entity entitled to enforce the Note.
6. Pursuant to that certain Mortgage dated April 30, 2004, and recorded in the office of the county clerk of Philadelphia County, Pennsylvania (the "Mortgage"), all obligations (collective, the "Obligations") of the Debtor under and with respect to the Note and the Mortgage are secured by the

Property. A copy of the Mortgage is attached hereto as **Exhibit B**.

7. All rights and remedies under the Mortgage have been assigned to the Movant pursuant to an assignment of mortgage. A copy of the Assignment of Mortgage is attached hereto as **Exhibit C**.

8. Copies of Loan Modification recorded July 23, 2015; Loan Modification recorded May 8, 2018; and Loan Modification recorded May 24, 2022 are attached hereto as **EXHIBIT D**.

9. PennyMac Loan Services, LLC services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property the foreclosure will be conducted in the name of the Movant. Debtor(s) executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Creditor or has been duly indorsed. Creditor, directly or through an agent, has possession of the promissory note. Creditor is the original mortgagee or the beneficiary of the assignee of the mortgage or deed of trust.

10. As of August 31, 2022, outstanding Obligations are \$145,631.37.

11. The following chart sets forth the number and amount of post-petition payments due pursuant to the Note that have been missed as of August 1, 2022.

# of Missed Payments	From:	To:	Monthly Payment	Total
4	5/1/22	8/1/22	\$806.57	\$3,226.28
				\$0.00
				\$0.00
				\$0.00
Less Post-Petition Partial Payments (Suspense Balance):				\$-318.37
TOTAL:				\$2,907.91

12. As of August 1, 2022, the total post-petition arrearage/delinquency is \$2,907.91.

13. The estimated market value of the property is \$114,084.00. The basis for such valuation is Debtor Schedule A/B, which is attached hereto as **Exhibit E**. The Debtor does not claim an exemption in Schedule C for the Property.

14. Upon information and belief, the encumbrances on the Property listed in the schedules or otherwise known, including the encumbrances granted to Movant, listed in order of priority are: (I) Movant (\$145,631.37). There is no or inconsequential equity in the Property.

15. The amount of the next monthly payment due under the terms of the Note and Mortgage is \$806.57 and will come due on September 1, 2022 .

16. Cause exists for relief from the automatic stay for the following reasons:

- a. Movant's interest in the property is not adequately protected.
- b. Post-confirmation plan payments have not been made to the standing trustee *OR*

Post-confirmation payments required by the confirmed plan or proposed plan have not been made to Movant.

- c. Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor has no equity in the Property; and pursuant to 11 U.S.C. § 362(d)(2)(B), the Property is not necessary for an effective reorganization.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by the Note, the Mortgage, and applicable law, including but not limited to allowing the Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.
2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.
3. That the 14-day stay described by Fed. R. Bankr. P. 4001(a)(3) be waived.
4. For such other Relief as the Court deems proper.
5. Movant further requests that upon entry of an order granting relief from stay, it be exempted from further compliance with Fed. R. Bankr. P. 3002.1 in the instant bankruptcy case.

Dated: August 4, 2022

/s/ Jill Manuel-Coughlin, Esquire

---

POWERS KIRN, LLC  
Jill Manuel-Coughlin, Esquire; Atty ID #63252  
Harry B. Reese, Esquire; Atty ID #320501  
Daniel C. Fanaselle, Esquire; Atty ID #312292  
8 Neshaminy Interplex, Suite 215  
Trevose, PA 19053  
215-942-2090 phone; 215-942-8661 fax  
Email: [bankruptcy@powerskirn.com](mailto:bankruptcy@powerskirn.com)  
Attorney for Movant